

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,

CASE NUMBER

Release # 25409

COMPLAINT

INDICTMENT/INFORMATION

CR 99-637

Defendant/Material Witness.

Violation of Title

18

Section

1014

☐ PERSONAL RECOGNIZANCE (Signature only - no dollar amount)☐ UNSECURED APPEARANCE BOND IN THE AMOUNT OF \$☒ APPEARANCE BOND IN THE AMOUNT OF \$ 150,000 -☐ WITH CASH DEPOSIT (AMOUNT OR %)☐ WITH AFFIDAVIT OF SURETY NO JUSTIFICATION (Form CR-4)☐ WITH AFFIDAVIT WITH JUSTIFICATION OF SURETY (Form CR-3)☐ WITH DEEDING OF PROPERTY - 15,000 - by 9/14/99 - Ethel Holmes☐ COLLATERAL BOND IN AMOUNT OF \$ (Cash or Negotiable Securities)☐ CORPORATE SURETY BOND IN AMOUNT OF \$ (Separate Form Required)☐ ADDITIONAL REQUIREMENTS:☐ ALL REQUIREMENTS OF BOND SHALL BE MET AND BOND POSTED NO LATER THAN:☐ BAIL FIXED BY COURT ☐ ALL REQUIREMENTS HAVE BEEN MET:

DEPUTY CLERK

DEPUTY CLERK

PRE-CONDITIONS TO RELEASE

☐ You are to surrender to the Clerk of Court all passports issued to you and not apply for the issuance of a passport during the pendency of this case.☐ Bail is subject to Nebbia Hearing.

ADDITIONAL CONDITIONS OF RELEASE

☒ Travel restricted to CO/CA & D/Nevada - avoid places of crowd☐ You are to reside with☒ Pretrial Services supervision.

[] Intensive

☐ You are not to use illegal drugs and are to cooperate with Pretrial Services in a drug treatment and testing program.☐ You are to participate in a residential drug/alcohol treatment program as approved by Pretrial Services.☒ Other conditions:

Use only name Ronald Holmes

Hush release upon parents signature in amt of \$150,000

justify by COB - 9-14-99

GENERAL CONDITIONS OF RELEASE

I will appear in person in accordance with any and all directions and orders relating to my appearance in the above entitled matter as may be given or issued by the Court or any judicial officer thereof, in that Court or before any Magistrate Judge thereof, or in any other United States District Court to which I may be removed or to which the case may be transferred.

I understand the next ordered appearance is at

(Place)

(Date/Time)

a.m.

p.m.

I will abide by any judgment entered in this matter by surrendering myself to serve any sentence imposed and will obey any order or direction in connection with such judgment as the Court may prescribe.

I will not leave the State of California except upon order of this Court and I will immediately inform my counsel of any change in my residence address or telephone number so that I may be reached at all times by executing a Change of Address (Form CR-103).

I will not commit a Federal, State, or local crime during the period of release.

I will not intimidate any witness, juror or officer of the court or obstruct the criminal investigation in this case in violation of Title 18 USC Section 1503 and 1510. Additionally, I will not tamper with, harass or retaliate against any alleged witness, victim or informant in this case in violation of Title 18 USC Section 1512 and 1513.

ACKNOWLEDGEMENT OF DEFENDANT/MATERIAL WITNESS

AS A CONDITION OF MY RELEASE ON THIS BOND, PURSUANT TO TITLE 18 OF THE UNITED STATES CODE, I HAVE READ OR HAVE HAD INTERPRETED TO ME AND UNDERSTAND THE GENERAL CONDITIONS OF RELEASE, THE PRE-CONDITIONS AND ADDITIONAL CONDITIONS OF RELEASE AS CHECKED ABOVE AND AGREE TO COMPLY WITH ALL CONDITIONS OF RELEASE IMPOSED ON ME AND TO BE BOUND BY THE PROVISIONS OF LOCAL CRIMINAL RULES 5.2, 5.4 AND 5.5.

FURTHERMORE, IT IS AGREED & UNDERSTOOD THAT THIS IS A CONTINUING BOND (INCLUDING ANY PROCEEDING ON APPEAL OR REVIEW) WHICH SHALL CONTINUE IN FULL FORCE & EFFECT UNTIL SUCH TIME AS DULY EXONERATED.

I UNDERSTAND THAT VIOLATION OF ANY OF THE GENERAL AND/OR ADDITIONAL CONDITIONS OF RELEASE AS GIVEN ON THE FACE OF THIS BOND MAY RESULT IN A REVOCATION OF RELEASE, AN ORDER OF DETENTION AND A NEW PROSECUTION FOR AN ADDITIONAL OFFENSE WHICH COULD RESULT IN A TERM OF IMPRISONMENT AND/OR FINE.

I FURTHER UNDERSTAND THAT IF I FAIL TO OBEY AND PERFORM ANY OF THE GENERAL AND/OR ADDITIONAL CONDITIONS OF RELEASE AS GIVEN ON THE FACE OF THIS BOND, THIS BOND MAY BE FORFEITED TO THE UNITED STATES OF AMERICA. IF SAID FORFEITURE IS NOT SET ASIDE, JUDGMENT MAY BE SUMMARILY ENTERED IN THIS COURT AGAINST MYSELF AND EACH SURETY, JOINTLY AND SEVERALLY, FOR THE BOND AMOUNT, TOGETHER WITH INTEREST AND COSTS, AND EXECUTION OF THE JUDGMENT MAY BE ISSUED OR PAYMENT SECURED AS PROVIDED BY THE FEDERAL RULES OF CRIMINAL PROCEDURE AND OTHER LAWS OF THE UNITED STATES AND ANY CASH, REAL OR PERSONAL PROPERTY OR THE COLLATERAL PREVIOUSLY POSTED IN CONNECTION WITH THIS BOND MAY BE FORFEITED.

DATE: 8-31-99

Defendant/Material Witness' Signature

Telephone Number

Address (please print)

City, State And Zip Code

☐ Check if interpreter is used: I have interpreted into the _____ language all of the above conditions of release and have been told by the defendant that he or she understands all of the conditions of release.

Date:

Interpreter's signature

APPROVED:

UNITED STATES MAGISTRATE JUDGE

DATE:

IF CASH DEPOSITED: RECEIPT # _____ FOR \$ _____

(This bond may require surety agreements and affidavits pursuant to Local Criminal Rules 5.2 or 5.3)

CR-1 (02/97)

CENTRAL DISTRICT OF CALIFORNIA RELEASE ORDER AND BOND FORM

ORIGINAL - YELLOW COPY

WHITE - DEFENDANT COPY

PINK - PRETRIAL SERVICES

1 ALEJANDRO N. MAYORKAS
United States Attorney
2 GEORGE S. CARDONA
Assistant United States Attorney
3 Chief, Criminal Division
JACQUELINE CHOOLJIAN
4 Assistant United States Attorney
(Cal. State Bar # 126667)
5 1300 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-5615

ll

7 Attorneys for Plaintiff
8 UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

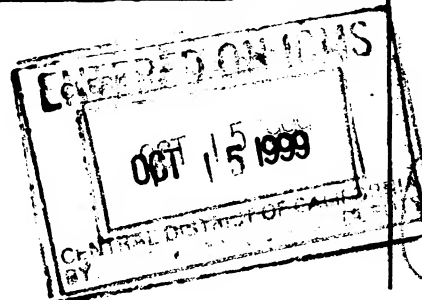
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

| | | |
|-------------------------------|---|-------------------------------------|
| 11 UNITED STATES OF AMERICA, |) | No. CR 99-637-SVW |
| |) | |
| 12 Plaintiff, |) | <u>PLEA AGREEMENT FOR DEFENDANT</u> |
| |) | <u>RONALD HOLMES</u> |
| 13 v. |) | |
| |) | |
| 14 RONALD HOLMES, |) | |
| also known as Ronald Shabazz, |) | |
| 15 |) | |
| Defendant. |) | |
| 16 |) | |

17 1. This constitutes the plea agreement between RONALD
18 HOLMES, also known as Ronald Shabazz ("defendant") and the United
19 States Attorney's Office for the Central District of California
20 ("the USAO") in the above-captioned case. This agreement is
21 limited to the USAO and cannot bind any other federal, state or
22 local prosecuting, administrative or regulatory authorities.

23 PLEA

24 2. Defendant agrees to plead guilty to counts two, five,
25 and ten of the indictment in United States v. Ronald Holmes, also
26 known as Ronald Shabazz, No. CR 99-637-SVW.



1 NATURE OF THE OFFENSE

2 3. In order for defendant to be guilty of counts two,
3 five, and ten, which charge violations of Title 18, United States
4 Code, Sections 1014 and 2(b), the following must be true:

5 (a) Defendant made false statements or reports or caused false
6 statements or reports to be made to banks/financial institutions
7 the accounts of which were then insured by the Federal Deposit
8 Insurance Corporation; (b) Defendant acted knowingly; and

9 (c) Defendant made the false statements or reports or caused the
10 false statements or reports to be made for the purpose of
11 influencing the actions of the banks/financial institutions on
12 loan applications submitted to them. Defendant admits that
13 defendant is, in fact, guilty of these offenses as described in
14 counts two, five, and ten of the indictment.

15 PENALTIES AND RESTITUTION

16 4. The statutory maximum sentence that the Court can
17 impose for each violation of Title 18, United States Code,
18 Sections 1014 and 2(b) is: 30 years imprisonment; a five-year
19 period of supervised release; a fine of \$1 million or twice the
20 gross gain or gross loss resulting from the offense, whichever is
21 greatest; and a mandatory special assessment of \$50. Therefore,
22 the total maximum sentence for all offenses to which defendant is
23 pleading guilty is: 90 years imprisonment; a five-year period of
24 supervised release; a fine of \$3 million or twice the gross gain
25 or gross loss resulting from the offenses, whichever is greatest;
26 and a mandatory special assessment of \$150.

1 5. Defendant agrees to make full restitution for the
2 losses caused by defendant's activities. Defendant agrees that,
3 in return for the USAO's compliance with its obligations under
4 this agreement, the amount of restitution is not restricted to
5 the amounts alleged in the counts to which defendant is pleading
6 guilty and may include losses arising from counts dismissed and
7 charges not prosecuted pursuant to this agreement as well as all
8 relevant conduct in connection with those counts and charges.
9 Defendant further agrees that defendant will not seek the
10 discharge of any restitution obligation, in whole or in part, in
11 any present or future bankruptcy proceeding.

12 6. Supervised release is a period of time following
13 imprisonment during which defendant will be subject to various
14 restrictions and requirements. Defendant understands that if
15 defendant violates one or more of the conditions of any
16 supervised release imposed, defendant may be returned to prison
17 for all or part of the term of supervised release, which could
18 result in defendant serving a total term of imprisonment greater
19 than the statutory maximum stated above.

20 FACTUAL BASIS

21 7. Defendant and the USAO agree and stipulate to the
22 following statement of facts:

23 On or about February 10, 1992, in Los Angeles County,
24 defendant, using the name Ronald Holmes, submitted or caused a
25 loan application to be submitted to Great Western Bank to obtain
26 a loan in the amount of \$224,000 for the purchase of property
27 located at 13319 Flatbush Avenue, Norwalk, California. The loan

1 application, which bore defendant's signature, falsely reflected
2 that defendant had annual employment income of over \$215,000 and
3 that he had an account at "Imperial Financial" with a balance of
4 \$71,842. In support of the loan application, defendant submitted
5 or caused to be submitted to Great Western Bank, additional false
6 and fraudulent documents including a 1990 federal tax return for
7 Ronald Holmes, showing an adjusted gross income of \$232,591; and
8 an "Imperial Financial" account statement reflecting that he had
9 an account with a balance of over \$65,300. In truth and in fact,
10 Ronald Holmes did not file a federal tax return in 1990.
11 Moreover, Imperial Financial was a business licensed to
12 defendant. Defendant had blank stationary for Imperial Financial
13 in his office and would type out balances on the bank statements
14 when he needed them for loan applications. Defendant defaulted
15 on the loan and Great Western Bank sustained a loss of
16 approximately \$32,479. At all pertinent times, the accounts of
17 Great Western Bank were insured by the Federal Deposit Insurance
18 Corporation.

19 On or about March 1, 1992, in Los Angeles County, defendant,
20 using the name Ronald Holmes, submitted or caused a loan
21 application to be submitted to Home Savings to obtain a loan in
22 the amount of \$240,000 for the purchase of property located at
23 2406 California Avenue, Signal Hill, California. The loan
24 application, which bore defendant's signature, falsely reflected
25 that defendant had annual employment income of approximately
26 \$240,000 and that he had an account at "Manufacturer's Financial"
27 with a balance of \$47,558. In support of the loan application,

1 defendant submitted or caused to be submitted to Home Savings,
2 additional false and fraudulent documents including a 1989
3 federal tax return for Ronald Holmes, showing an adjusted gross
4 income of \$222,535; a 1990 federal tax return for Ronald Holmes,
5 showing an adjusted gross income of \$232,591, and a
6 "Manufacturer's Financial" account statement reflecting that he
7 had an account with a balance of over \$47,500. In truth and in
8 fact, Ronald Holmes did not file federal tax returns in 1989 or
9 1990. Moreover, Manufacturer's Financial was a business licensed
10 to defendant. The address for Manufacturer's Financial was
11 actually a post office box rented by defendant. Defendant
12 defaulted on the loan and Home Savings sustained a loss of
13 approximately \$136,261. At all pertinent times, the accounts of
14 Home Savings were insured by the Federal Deposit Insurance
15 Corporation.

16 Between approximately September 10, 1993 and December 27,
17 1993, in Los Angeles County, defendant, using the name Ronald
18 Shabazz, submitted or caused a loan application to be submitted
19 to Rancho Vista National Bank to obtain a loan in the amount of
20 \$84,800 for the purchase of property located at 9502 Maie Avenue,
21 Los Angeles, California. The loan application, which bore
22 defendant's signature, falsely reflected that defendant had
23 annual employment income of between approximately \$55,700 and
24 approximately \$69,000. In support of the loan application,
25 defendant submitted or caused to be submitted to Rancho Vista
26 National Bank, additional false and fraudulent documents
27 including a 1991 federal tax return for Ronald Shabazz, showing

1 an adjusted gross income of \$65,941; a 1992 federal tax return
2 for Ronald Shabazz, showing an adjusted gross income of \$68,403,
3 a Verification of Employment, falsely reflecting that in 1992,
4 Ronald Shabazz earned \$68,904 as a mechanic at Roper's Auto
5 Repair, and a purported rental verification letter reflecting
6 that Ronald Shabazz resided at 13319 Flatbush Road and was a
7 tenant of Ronald Holmes. In truth and in fact, Ronald Shabazz
8 did not file federal tax returns in 1991 or 1992. Moreover,
9 defendant only worked a few hours a week at Roper's Auto Repair.
10 Defendant requested that his employer falsify the verification of
11 employment and overstate defendant's income so that defendant
12 could qualify for a loan. California DMV driver's license
13 photographs in the names of Ronald Holmes and Ronald Shabazz both
14 depict defendant, wearing the same shirt. Defendant defaulted on
15 the loan and the bank sustained a loss of approximately \$18,165.
16 At all pertinent times, the accounts of Rancho Vista National
17 Bank were insured by the Federal Deposit Insurance Corporation.

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 8. By pleading guilty, defendant gives up the following
20 rights:

- 21 a) The right to persist in a plea of not guilty.
22 b) The right to a speedy and public trial by jury.
23 c) The right to the assistance of counsel at trial,
24 including, if defendant could not afford an attorney, the right
25 to have the Court appoint one for defendant.
26
27
28

1 d) The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant
3 guilty beyond a reasonable doubt.

4 e) The right to confront and cross-examine witnesses
5 against defendant.

6 f) The right, if defendant wished, to testify on
7 defendant's own behalf and present evidence in opposition to the
8 charges, including the right to call witnesses and to subpoena
9 those witnesses to testify.

10 g) The right not to be compelled to testify, and, if
11 defendant chose not to testify or present evidence, to have that
12 choice not be used against defendant.

13 By pleading guilty, defendant also gives up any and all
14 rights to pursue any affirmative defenses, Fourth Amendment or
15 Fifth Amendment claims, and other pretrial motions that have been
16 filed or could be filed.

17 SENTENCING FACTORS

18 9. Defendant understands that the Court is required to
19 consider and apply the United States Sentencing Guidelines
20 ("U.S.S.G." or "Sentencing Guidelines") but may depart from those
21 guidelines under some circumstances.

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1 10. Defendant and the USAO agree and stipulate to the
2 following applicable sentencing guideline factors:

3 Base Offense Level : 6 [U.S.S.G. § 2F1.1(a)]

4 Specific Offense
5 Characteristics

6 Amount of Loss : Not more [U.S.S.G. § 2F1.1(b)(1)]
7 than 7

8 More than Minimal
9 Planning/Multiple
10 Victims : 2 [U.S.S.G. § 2F1.1(b)(2)]

11 Defendant and the USAO reserve the right to argue that
12 additional specific offense characteristics, adjustments and
13 departures are appropriate.

14 11. There is no agreement as to defendant's criminal
15 history or criminal history category.

16 12. The stipulations in this agreement do not bind either
17 the United States Probation Office or the Court. The Court will
18 determine the facts and calculations relevant to sentencing.
19 Both defendant and the USAO are free to: (a) supplement the facts
20 stipulated to in this agreement by supplying relevant information
21 to the United States Probation Office and the Court, (b) correct
22 any and all factual misstatements relating to the calculation of
23 the sentence, and (c) argue on appeal and collateral review that
24 the Court's sentencing calculations are not error, although each
25 party agrees to maintain its view that the calculations in
26 paragraph 10 are consistent with the facts of this case.
27
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DEFENDANT'S OBLIGATIONS

13. Defendant agrees:

- a) To plead guilty as set forth in this agreement.
- b) To abide by all sentencing stipulations contained in this agreement.
- c) To appear as ordered for all court appearances, to surrender as ordered for service of sentence, to obey all conditions of any bond, and to obey all other court orders.
- d) Not to commit any crime.
- e) To be truthful at all times with Pretrial Services, the U.S. Probation Office, and the Court.
- f) To pay the applicable special assessments at or before the time of sentencing unless defendant lacks the ability to pay.

THE USAO'S OBLIGATIONS

14. If defendant complies fully with all defendant's obligations under this agreement, the USAO agrees:

- a) To abide by all sentencing stipulations contained in this agreement.
 - b) At the time of sentencing to move to dismiss the remaining counts of the indictment as against defendant.
- Defendant agrees, however, that at the time of sentencing the Court may consider the dismissed counts in determining the applicable Sentencing Guidelines range, where the sentence should fall within that range, and the propriety and extent of any departure from that range.

1 c) Not to further prosecute defendant for
2 loan/bank/mail/wire fraud in connection with defendant's
3 submission of the following false loan applications: (1) A loan
4 application submitted on or about February 10, 1992, in the name
5 of Ronald Holmes, to Great Western Bank, for a \$224,000 loan to
6 purchase property located at 13319 Flatbush Avenue, Norwalk,
7 California; (2) A loan application submitted on or about
8 March 1, 1992 in the name of Ronald Holmes, to Home Savings, for
9 a \$240,000 loan to purchase property located at 2406 California
10 Avenue, Signal Hill, California; (3) A loan application
11 submitted on or about December 27, 1993, in the name of Ronald
12 Shabazz, to Rancho Vista National Bank, for a \$84,800 loan to
13 purchase property located at 9502 Maie Avenue, Los Angeles,
14 California; (4) A loan application in the name of Ronald Holmes
15 to purchase property located at 2402 California Avenue, Signal
16 Hill, California; (5) A loan application submitted in or about
17 May 1992, in the name of Ronald Holmes, to North American
18 Mortgage, for a \$115,000 loan to purchase property located at
19 10337 W. Briar Oaks #110, Stanton, California; (6) A loan
20 application submitted in or about February 1993, in the name of
21 Ronald Shabazz, to purchase property located at 1101 W. 51st
22 Street, Los Angeles, California; (7) A loan application submitted
23 in or about November 1993, in the name of Ronald Shabazz, to
24 Medallion Mortgage, for a \$102,600 loan to purchase property
25 located at 9504 Maie Avenue, Los Angeles, California; (8) A loan
26 application submitted in or about May 1994, in the name of Ronald
27 Shabazz, to Quality Mortgage, for a \$59,850 loan to purchase

1 property located at 2404 W. Cypress, Compton, California; (9) A
2 loan application submitted in or about June 1994, in the name of
3 Ronald Shabazz, to Quality Mortgage, for an approximately \$68,000
4 loan to purchase property located at 1033 W. 56th Street, Los
5 Angeles, California; (10) A loan application submitted in or
6 about July 1994, in the name of Ronald Shabazz, to Quality
7 Mortgage, for an approximately \$46,400 loan to purchase property
8 located at 9611 Antwerp, Los Angeles, California; (11) A loan
9 application submitted in or about September 1994, in the name of
10 Ronald Shabazz, to Quality Mortgage, for an approximately \$74,400
11 loan to purchase property located at 334 W. 80th Street, Los
12 Angeles, California; (12) A loan application submitted in or
13 about April 1994, in the name Ronald Muhammad, to Rancho Santa
14 Margarita Mortgage, for an approximately \$106,200 loan to
15 purchase property located at 1484 W. 154th Avenue, Compton,
16 California; (13) A loan application submitted in or about May
17 1994, in the name Ronald Muhammad, to Medallion Mortgage, for an
18 approximately \$114,000 loan to purchase property located at 7317
19 Stanford, Los Angeles, California; and (14) A loan application
20 submitted in or about May 1994, in the name of Ronald Muhammad,
21 to Rancho Vista National Bank, for a \$104,400 loan to purchase
22 property located at 234 E. 68th Way, Long Beach, California.

23 Defendant understands that the USAO is free to prosecute
24 defendant for any other unlawful past conduct or any unlawful
25 conduct that occurs after the date of this agreement. Defendant
26 agrees that at the time of sentencing the Court may consider the
27 uncharged conduct in determining the applicable Sentencing

1 Guidelines range, where the sentence should fall within that
2 range, and the propriety and extent of any departure from that
3 range.

4 d) At the time of sentencing, provided that defendant
5 demonstrates an acceptance of responsibility for the offenses up
6 to and including the time of sentencing, to recommend a two-level
7 reduction in the applicable sentencing guideline offense level,
8 pursuant to U.S.S.G. § 3E1.1, and an additional one-level
9 reduction if available under that section.

10 BREACH OF AGREEMENT

11 15. If defendant, at any time between the execution of this
12 agreement and defendant's surrender for service of defendant's
13 sentence, knowingly violates or fails to perform any of
14 defendant's obligations under this agreement, the USAO may
15 declare this agreement breached. If the USAO declares this
16 agreement breached, and the Court finds such a breach to have
17 occurred, defendant will not be able to withdraw defendant's
18 guilty pleas, and the USAO will be relieved of all of its
19 obligations under this agreement.

20 16. Following a breach of this agreement by defendant,
21 should the USAO elect to pursue any charge that was either
22 dismissed or not filed as a result of this agreement, then:

23 a) Defendant agrees that any prosecution not time-
24 barred by the applicable statute of limitations as of the date of
25 defendant's signing of this agreement may be initiated against
26 defendant notwithstanding the expiration of the statute of
27

1 limitations between the signing of this agreement and the
2 commencement of any such prosecution.

3 b) Defendant gives up all defenses based on the
4 statute of limitations, any claim of preindictment delay, or any
5 speedy trial claim with respect to any such prosecution.

6 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

7 17. Defendant gives up the right to appeal any sentence
8 imposed by the Court, including any order of restitution, and the
9 manner in which the sentence is determined, provided that (a) the
10 sentence is within the statutory maximum specified above, (b) the
11 Court does not depart upward in offense level or criminal history
12 category, and (c) the Court determines that the total offense
13 level is 13 or below. Defendant also gives up any right to bring
14 a post-conviction attack on the convictions or sentence,
15 including any order of restitution, except a post-conviction
16 attack based on a claim of ineffective assistance of counsel, a
17 claim of newly discovered evidence, or an explicitly retroactive
18 change in the applicable Sentencing Guidelines, sentencing
19 statutes, or statutes of conviction.

20 18. The USAO gives up its right to appeal the Court's
21 Sentencing Guidelines calculations, provided that (a) the Court
22 does not depart downward in offense level or criminal history
23 category and (b) the Court determines that the total offense
24 level is 13 or above.

25 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

26 19. Defendant agrees that if any count of conviction is
27 vacated, reversed, or set aside, the USAO may: (a) ask the Court
28

1 to resentence defendant on any remaining counts of conviction,
2 with both the USAO and defendant being released from any
3 stipulations regarding sentencing contained in this agreement,
4 (b) ask the Court to void the entire plea agreement and vacate
5 defendant's guilty pleas on any remaining counts of conviction,
6 with both the USAO and defendant being released from all of their
7 obligations under this agreement, or (c) leave defendant's
8 remaining convictions, sentence, and plea agreement intact.
9 Defendant agrees that the choice among these three options rests
10 in the exclusive discretion of the USAO.

11 SCOPE OF AGREEMENT

12 20. The Court is not a party to this agreement and need not
13 accept any of the USAO's sentencing recommendations or the
14 parties' stipulations. Even if the Court ignores any sentencing
15 recommendation, finds facts or reaches conclusions different from
16 any stipulation, and/or imposes any sentence up to the maximum
17 established by statute, defendant cannot, for that reason,
18 withdraw defendant's guilty pleas, and defendant will remain
19 bound to fulfill all defendant's obligations under this
20 agreement. No one -- not the prosecutor, defendant's attorney,
21 or the Court -- can make a binding prediction or promise
22 regarding the sentence defendant will receive, except that it
23 will be within the statutory maximum.

24 21. This agreement applies only to crimes committed by
25 defendant, has no effect on any proceedings against defendant not
26 expressly mentioned herein, and shall not preclude any past,
27 present, or future forfeiture actions.

NO ADDITIONAL AGREEMENTS


22. Except as set forth herein, there are no promises, understandings or agreements between the USAO and defendant or defendant's counsel. Nor may any additional agreement, understanding or condition be entered into unless in a writing signed by all parties or on the record in court.

This agreement is effective upon signature by defendant and an Assistant United States Attorney.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ALEJANDRO N. MAYORKAS
United States Attorney


JACQUELINE CHOOLJIAN
Assistant United States Attorney

10/15/99
Date

I have read this agreement and carefully discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the Sentencing Guideline provisions, and of the consequences of entering into this agreement. No promises or inducements have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this

1 agreement. Finally, I am satisfied with the representation of my
2 attorney in this matter.

3
4 Ronald Holmes
RONALD HOLMES

10/14/99
Date

5 also known as Ronald Shabazz
6 Defendant

7 I am Ronald Holmes' attorney. I have carefully discussed
8 every part of this agreement with my client. Further, I have
9 fully advised my client of his rights, of possible defenses, of
10 the Sentencing Guidelines' provisions, and of the consequences of
11 entering into this agreement. To my knowledge, my client's
12 decision to enter into this agreement is an informed and
13 voluntary one.

14
15 Bryant Calloway
BRYANT CALLOWAY

10/14/99
Date

16 Counsel for Defendant
17 Ronald Holmes
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United States District Court
Central District of California

UNITED STATES OF AMERICA vs.

Defendant HOLMES, Ronald

akas: MUHAMMAD, Rasual Malik; MUHAMMAD, Rashad Abdul; SHABAZZ, Ronald Hassan

& Residence 251 S. Green Valley Pkwy., #113

Address Henderson, Nevada 89012

Docket No. CR 99-637-SVW

Social Security No. 549-45-3333 2000

Mailing Address: same

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person,
on this date: JUNE 26, 2000
Month / Day / Year

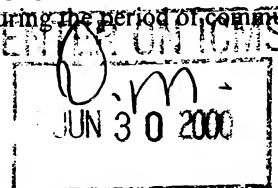
COUNSEL: X WITH COUNSEL Bryant Calloway, retained
(Name of Counsel)

PLEA: X GUILTY, and the Court being satisfied that there is a factual basis for the plea.

FINDING: There being a finding of X GUILTY, defendant has been convicted as charged of the offense(s) of:
18 U.S.C. §1014; 2(b): False Statement to Financial Institution; Causing an Act to be Done (Counts 2, 5 & 10 of a 12-Count Indictment), Class B Felonies

JUDGMENT AND PROBATION/COMMITMENT ORDER:

The Court asked whether defendant had anything to say why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the court the defendant is hereby sentenced to a term of twelve (12) months PROBATION with the condition of six (6) months as home detention at defendant's cost. Upon completion of his term of probation, the defendant shall be placed on SUPERVISED RELEASE for a term of two (2) years on each of Counts 2, 5, and 10, all such terms to run concurrently, under the following terms and conditions: 1) The defendant shall comply with the rules and regulations of the U.S. Probation Office and General Order 318; 2) During the period of community supervision, the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment; 3) As directed by the Probation Officer, the defendant shall provide to the Probation Officer a signed release authorizing credit inquiries and an accurate financial statement, with supporting documentation, as to all sources and amounts of income and all expenses of the defendant. In addition, the defendant shall provide federal and state income tax returns as requested by the Probation Officer; 4) The defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer and shall maintain a single personal bank account into which all income, financial proceeds and gains shall be deposited and from which all expenses shall be paid, and; 5) The defendant shall not obtain or possess any driver's license, Social Security number, birth certificate, passport or any other form of identification without the prior approval of the Probation Officer; further, the defendant shall not use, for any purpose or in any manner, any name other than his true legal name. Pursuant to Section 5E1.2(e) of the Guidelines, all fines are waived as it is found that the defendant does not have the ability to pay a fine in addition to restitution. IT IS ORDERED that the defendant shall pay to the United States a SPECIAL ASSESSMENT of \$150.00, which is due immediately. IT IS FURTHER ORDERED that the defendant shall pay RESTITUTION in the total amount of \$78,498.00, pursuant to 18 U.S.C. §3663. The amount of restitution ordered shall be paid as follows: Home Savings (currently Washington Mutual), address unknown, Attn: Susan Chop, (818)775-2672, in the amount of \$57,229.00; Great Western Bank, address unknown, Attn: Susan Chop, (818) 775-2672, in the amount of \$13,640.00; Rancho Vista National Bank, (currently U.S. Bank), 770 Carlsbad Village Drive, Carlsbad, CA 92008, Attn: Rick River, (760) 720-2494, in the amount of \$7,629.00. If the defendant makes a partial payment, each payee shall receive approximately proportional payment unless another priority order or percentage payment is specified in this judgment. A partial payment of \$2,000.00 shall be paid immediately. The balance shall be due during the period of community supervision, as directed by the Court or the U.S. Attorney. (continued on page 2)



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